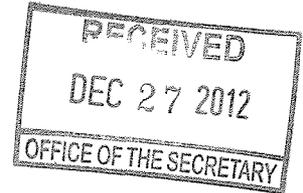


UNITED STATES OF AMERICA  
Before The  
SECURITIES AND EXCHANGE COMMISSION



ADMINISTRATIVE PROCEEDING  
File No, 3-14684

In the Matter of

ANTHONY FIELDS, CPA  
d/b/a ANTHONY FIELDS &  
ASSOCIATES and d/b/a  
PLATINUM SECURITIES  
BROKERS,

JUDGE CAROL FOX FOELAK

Respondent

Petition For Review Of Initial Decision

TABLE OF CONTENTS

	<u>PAGE</u>
Petition For Review Of Initial Decision.....	2
Summary Argument.....	2
Statement Of The Issues To Be Reviewed.....	2
1. The Allegation That The Respondent Was Selling Fraudulent Securities.....	2
2. The Allegation That The Respondent was Selling Fictitious Financial Instruments (Bank Guarantees (BGs) and European Mid Term Notes (MTNs) (EMTNs).....	3
3. The Allegation that the respondent was advertising the Sell of Fictitious Prime Bank Instruments on Social Media websites.....	4
4. Judge's Initial Order prohibiting association with Brokers, advisers, etc., permanently.....	4
Reasons Why Review Is Appropriate.	
1. The Allegation That The Respondent Was Selling Fraudulent Securities.....	5
2. The Allegation That The Respondent was Selling Fictitious Financial Instruments (Bank Guarantees (BGs) and European Mid Term Notes (MTNs) (EMTNs) .....	6
Supplemental Information: .....	6

3. The Allegation that the respondent was advertising the Sell of Fictitious  
Prime Bank Instruments on Social Media websites.....7

4. Judge's Initial Order prohibiting association with Brokers, advisers, etc.,  
permanently .....7

EXHIBIT A.....9

EXHIBIT B.....10

EXHIBIT C.....11

EXHIBIT D.....12

### Petition For Review Of Initial Decision

Now comes the Respondent, ANTHONY FIELDS, CPA d/b/a ANTHONY FIELDS & ASSOCIATES and d/b/a PLATINUM SECURITIES BROKERS, Pro Se, requesting a review of the initial decision of JUDGE CAROL FOX FOELAK, pursuant to Section 704 of the Administrative Procedure Act, 5 U.S.C. 704, a petition to the Commission for review of an action made by authority delegated in 17 CFR 200.30-1 through 200.30-18.

### Summary Argument

The initial decision made by the Administrative Law Judge, Carol Fox Foelak was very vague and did not address the core issues presented by the Division of Enforcement's prosecutorial team. For example; the allegation that the respondent was selling fraudulent securities was not addressed in the initial decision. The allegation that the respondent was selling fictitious financial instruments was not addressed in the initial order as well.

In addition, The initial decision ordered a bar from committing any future violations and prohibited the respondent from association with brokers and investment advisers for the rest of the respondent's natural life. which is totally unjust, unfair and unwarranted for the allegations that apparently were found to be without merit.

### Statement Of The Issues To Be Reviewed

1. The Allegation That The Respondent Was Selling Fraudulent Securities.

The initial decision did not address the allegation made by the Division of Enforcement, that the respondent was selling fraudulent securities. In addition the Division of Enforcement failed to provide any evidence, written or oral, that would substantiate their allegation.

2. The Allegation That The Respondent was Selling Fictitious Financial Instruments (Bank Guarantees (BGs) and European Mid Term Notes (MTNs) (EMTNs)

The initial decision did not address the allegation made by the Division of Enforcement, that respondent was selling fictitious securities ( Securities that do no exist) which was one of the core issues of their allegations

3. The Allegation that the respondent was advertising the Sell of Fictitious Prime Bank Instruments on Social Media websites.

Although the allegation was based on the Division's concept that Bank Guarantees and MtNs did not exist, which was proven to be the logic of individuals that were unaware of the existence of these financial instruments

4. Judge's Initial Order prohibiting association with Brokers, advisers, etc., permanently

The initial decision by the Administrative law Judge is very unjust and the penalty should not be as excessive as that which is handed down from a judge to a convicted murderer

### Reasons Why Review Is Appropriate.

The reason why a review is appropriate is to apply the law and administer justice the way it is supposed to be served. The innocent is innocent until proven guilty beyond a reasonable doubt.

#### 1. The Allegation That The Respondent Was Selling Fraudulent Securities.

The reason why a review is appropriate for this particular issue is because the Division of Enforcement alleged that the respondent was selling fraudulent securities, however, they did not produce any securities into evidence, in their pre-hearing brief, at the trial or in their post hearing brief, that would be considered fraudulent and sold by the respondent

The only comment made was that the U.S. Treasury Securities were not owned by the respondent, which the buyer was already aware of the fact the securities were not owned by the respondent and was willing to wait until the respondent acquired the funds to consummate the transaction.

#### 2. The Allegation That The Respondent was Selling Fictitious Financial Instruments (Bank Guarantees (BGs) and European Mid Term Notes (MTNs) (EMTNs)

The reason why a review is necessary for this issue is that the Division of Enforcement only produced opinion, assumption, hypothetical statements, theoretical arguments , but nothing that would prove that Bank Guarantees and Mid Term Notes do not exist. On the other hand the respondent produced Clear and convincing evidence that Bank Guarantees and Mid term Notes do exist.

The respondent produced a screen Shot from Bloomberg, LLC, showing a Deutsche Bank AG, 4.78%,10 year note with a minimum face value of \$100,000 and a maximum amount of \$10,000,000.00 for sell. (See Exhibit B).

In addition, the respondent provided a letter of Guarantee from Credit Suisse in the amount of \$100,000,000.00. (See Exhibit C).

Clear and convincing evidence is a higher level of burden of persuasion than a "Preponderance of the Evidence". It is employed intra-adjudicatively in Administrative Court determinations, as well as in civil and certain criminal procedure in the United States. For example, a prisoner seeking habeas corpus relief from capital punishment must prove his factual innocence by clear and convincing evidence.

Supplemental Information:

On or around March 12, 2012 Barclay's Bank Ghana Limited Froze the bank accounts and a transaction for the purchase of Bank Guarantees from HSBC Bank of a foreign airline (See Exhibit D), Royal International Airlines Ghana Limited because of the allegations by the Securities And Exchange Commission, that the CEO of the airlines was selling fraudulent securities. The Purchase of the Bank Gaurantees was for the purchase of a fleet of Boeing Aircraft and the building of a new terminal at the Accra International Airport in Ghana.

The newly elected president of Ghana, elected for a second consecutive term, the Director of the Ghana Civil Aviation, the Director of the Ghana Department of Transportation and the Board of

Directors of the Airlines has expressed a deep concern over the allegations that appear to be unfounded and expressed that they will assist in the recovery of damages incurred by the loss of the new economic development, the loss of the creation of new jobs and the loss of a new revenue stream for the country.

3. The Allegation that the respondent was advertising the Sell of Fictitious Prime Bank Instruments on Social Media websites.

The initial order of the administrative law judge that the respondent cease and desist committing or causing any violations or future violations of Section 17(a)(1) and 17(a)(3) of the Securities Act, Section 15(a) of the Exchange Act, and Section 203A, 206(1), 206(2), 206(4) and 207 of the Advisors Act and Rules 206(4)-1(a)(5) and 206(4)-7 appears to be based on the assumption that the respondent is advertising fictitious securities on the social media websites. However, since the respondent has proven beyond a reasonable doubt that the financial instruments do actually exist the violations of the sections previously stated are a moot issue and should be reevaluated.

4. Judge's Initial Order prohibiting association with Brokers, advisers, etc., permanently  
The respondent has individual brokerage accounts with several brokerage firms and has several friends who are investment advisers. To bar the respondent permanently from the industry would destroy his ability to invest in his family's future, the future of his grand children and is a very severe penalty for selling securities without a license.

Respectfully Submitted,

Anthony Fields, Pro Se  
8157 W. Ogden Avenue, Apt. 24  
Lyons, Illinois 60534  
(708) 743-4311

# EXHIBIT A

# EXHIBIT B

GRAB

Corp DES

### SECURITY DESCRIPTION

DEUTSCHE BK LOND DB 4 04/08/19

94.798/95.815

Page 1 / 1  
(4.78/4.62) BVAL

ISSUER INFORMATION		IDENTIFIERS		ADDITIONAL SEC INFO	
Name	DEUTSCHE BANK AG LONDON	Common	042271772	1	Additional Sec Info
Type	Money Center Banks	ISIN	XS042271772	2	ALLQ
Market of Issue	Priv Placement	Metrap.	A0XFLZ	3	Corporate Actions
SECURITY INFORMATION		RATINGS		4	Cds Spreads/RED Info
Country DE	Currency USD	Moody's	NA	5	Ratings
Collateral Type	Unsecured	Fitch	AA-	6	Custom Notes
Calc Typ(	1)STREET CONVENTION	Composite	NR	7	Covenant/Default
Maturity	4/ 8/2019 Series EMTN			8	Identifiers
	NORMAL			9	Fees/Restrictions
Coupon	4 Fixed	ISSUE SIZE		10	Disclaimer Page
ANNUAL	ISMA-30/360	Amt Issued/Outstanding		11	Sec. Specific News
Announcement Dt	4/ 1/09	USD	10,000.00 (M)/	12	Involved Parties
Int. Accrual Dt	4/ 8/09	USD	10,000.00 (M)	13	Issuer Information
1st Settle Date	4/ 8/09	Min Piece/Increment		14	Pricing Sources
1st Coupon Date	4/ 8/10	100,000.00/100,000.00		15	Related Securities
Iss Pr	100.0000	Par Amount	100,000.00	16	Issuer Web Page
		<b>BOOK RUNNER/EXCHANGE</b>			
		DB			
		NOT LISTED			

PRVT. PLACEMENT. SERIES: DTP 0045.

66) Send as Attachment

Australia 61 2 9777 8500  
Japan 81 3 3201 8900

Brazil 55 11 3048 4500  
Singapore 65 6212 1000

Europe 44 20 7830 7500  
U.S. 1 212 318 2000

Germany 49 69 9204 1210  
Hong Kong 852 2977 6000  
Copyright 2011 Bloomberg Finance L.P.  
SRI 625279 H712-555-1 06-Jan-11 15:57:37

# EXHIBIT C

## Standard conditions for bank guarantees<sup>1</sup>

### Bank guarantees on behalf of corporate and private clients

Minimum per quarter or fraction thereof for all guarantees	CHF 100	
Minimum per guarantee	CHF 300	
	<b>Collateralised</b>	<b>No collateral</b>
Bid, performance and warranty bonds		
Advance payment guarantees	0.15 % per quarter	0.30 % per quarter
Credit security guarantees	0.20 % per quarter	0.35 % per quarter
All other guarantees (incl. artisan surety for buildings in Switzerland)	0.15 % per quarter	0.30 % per quarter

### Bank guarantees on behalf of banks

Advising (without obligation on the part of Credit Suisse)	0.10 %, min. CHF 200, max. CHF 1,500
Issuance (based on a counter-guarantee)	Depending on the actual risk profile of the issuing bank in the respective country min. CHF 400 per transaction

### Additional commissions and charges

Amendment	CHF 100
Claim handling (time & effort)	CHF 200 per hour, min. CHF 300
Payment	CHF 200
Special handling e.g. Structuring & Advisory (time & effort basis)	CHF 200 per hour, min. CHF 100

All commissions and charges are due on performance of the service.

800 (888877)

# CREDIT SUISSE



The prices are applicable as from 1.1.2009.

We reserve the right to make changes both to our prices and to the services we provide.

Bank guarantees, Documentary collections and Letters of credit

You can reach us at:

Telephone 0800 880 885

**CREDIT SUISSE AG**

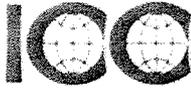
Trade Finance, SGAX

P.O. Box 100

CH-8070 Zurich

Switzerland

[www.credit-suisse.com/corporateclients](http://www.credit-suisse.com/corporateclients)



International Chamber of Commerce

The world business organization

ABOUT ICC NEWS & MEDIA GLOBAL INFLUENCE PRODUCTS & SERVICES ADVOCACY, CODES & RULES TRAINING

## Topics

# ICC Demand Guarantee Rules URDG 758 celebrate

## Types

The International Chamber of Commerce (ICC) Uniform Rules for Demand Guarantees URDG 758 anniversary, are increasingly being incorporated into international trade contracts, where security and trust in a precarious economic climate. The World Bank's update of its model is the latest step towards ICC's rules becoming the international standard for demand guarantees.

Apply filter

Paris, 02 July 2012

As well as replacing the previous URDG 458 in commercial transactions, URDG 758 are now being applied more widely, for demand guarantees or counter-guarantees were previously not subject to rules, according to a survey compiled by the Group based on contributions from the 46-member ICC Task Force on Guarantees.

"With trust and confidence eroded by the financial crisis, URDG 758 provide tremendous security," said Georges Affaki, Head and Vice-Chair of the ICC Commission on Banking, who led the two-and-a-half-year revision, with input from thousands of

"By clarifying the presentation and examination process and excluding imprecise standards, URDG 758 foster certainty and

Endorsed by the United Nations Commission on International Trade Law in 2011, the revised ICC Demand Guarantee Rules are being used by Consulting Engineers model construction contracts. Around the world, banks are promoting URDG guarantees and counter-guarantees in their standard forms. Bank regulators and lawmakers, including the Organisation for the Harmonisation of Business Law, are using them as a model for national statutes now in force in 16 countries.

The 35 articles in URDG 758 set out the liabilities and responsibilities of each party, the process to present a demand, the transfers of guarantees and counter-guarantees. The rules are clear and concise, and exist in 21 languages. They are the new international standard for demand guarantees.

One new feature of URDG 758 is a rule proposing a substitution of currencies when payment in the currency specified in the contract has heightened attention in today's sovereign debt crisis and does away with the need to draft and negotiate more complicated

"URDG 758 is a transformation from a set of useful but basic provisions into rules which address all the key issues of modern trade finance and have gained an astonishing degree of acceptance," said Sir Roy Goode QC, Emeritus professor of law, Oxford, who contributed to the revision.

Mr Affaki puts this wide acceptance down to a number of factors. If an international commercial transaction falls through an obligation, URDG 758 are reliable in ensuring that an agreed third party, usually a bank, pays up. This is reassuring for risk-averse business partners to avoid putting down a cash-deposit. As far as the banks are concerned, devising their internal processes to reduce the likelihood of an operational failure, so reducing internal costs. The hope is that this lowering of banking costs will be passed on to small businesses.

[Get a copy of URDG 758](#)

[View URDG newsletter](#)

**For further information, please contact**

- ICC PUBLICATIONS

# EXHIBIT D



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

Date: February 12, 2012

## EXCLUSIVE LETTER OF REQUEST/RWA

**TO: A.R.K ACCOUNTS AND BOOK KEEPING SERVICES LTD.**  
**ATT: MR. CHRISTOPHER JULIAN KNIPE**

I, *Anthony Fields, CPA, CEO, Chairman and Founder, WITH PASSPORT # [REDACTED]* ACCOUNT HOLDER AND AUTHORIZED SIGNATORY, HEREBY CONFIRM WITH FULL LEGAL AND CORPORATE RESPONSIBILITY, THAT WE ARE READY, WILLING AND ABLE TO UNDERTAKE FOR THE EXCHANGE OF THE HEREIN DESCRIBED **BANK GUARANTEE ("BG/SBLC")** DERIVED FROM LEGAL SOURCES AND OF NON-CRIMINAL ORIGIN THROUGH OUR BANKING RESOURCES UNDER THE TERMS AND CONDITIONS STATED HEREIN, AGAINST CLEAN, CLEAR, GOOD AND OF NON-CRIMINAL USD DOLLARS.

**WHEREAS**, the Beneficiary desires to receive a collateral facility from the Provider, in form of **Bank Guarantee (BG) or Standby Letter of Credit (SBLC)** for the purpose to secure working capital and proper management of his daily business, and further confirms with full corporate and legal responsibility that sufficient funds are available to cover the costs of the said credit facility.

**WHEREAS**, the Provider accepts Beneficiary's application for the collateral facility, in form of BG or SBLC, by issuing and transferring to the Beneficiary all its rights on BG or SBLC Title and any other interest, plus further represents and warrants that it has the ability and resource to cause the issuance and arrange through associates, contracts and sources, with full corporate responsibility, such financial instrument(s) as required and as per terms mutually agreed herein. The Provider hereby declares, under full penalty of perjury, that each BG or SBLC will be backed by good, clean, cleared, and of non-criminal origin cash Euro funds, free and clear of all liens, encumbrances and any third party interests.

**NOW THEREFORE**, the Beneficiary has agreed to receive the instrument(s) at certain cost and the Provider has agreed to issue/deliver said instruments based on the following terms and conditions:



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXX [REDACTED]

**INSTRUMENT DESCRIPTION:**

1. Instrument: FRESH CUT BG/SBLC
- 2a. Issuing Bank: Deutsche Bank AG/HSBC/BARCLAYS UK or AA+ RATED BANK
- 2b. Contract Amount: TEN BILLION EUROS ( E10,000,000,000.00) WITH ROLLS AND EXTENSIONS
3. Total Face Value 5,000,000.00 min up to 100,000,000,000.00 EURO/USD
4. Term: ONE YEAR AND ONE DAY
5. First Tranche Maximum 1,000,000,000.00 or as Agreed by both Parties.
6. Delivery pre advice first: MT799 /DTC/Euro-clear and MT760
7. Sales Price 38+2%
8. Commission 1% from Seller side and 1% from Buyer side, commission to be shared 50-50 as specified here below.
9. Hard Copy: within 7 banking days by bank bonded courier

**TRANSACTION PROCEDURE:**

1. Buyer sends letter of intent (LOI) to the Seller. The LOI should contain copies of Buyer's passport, Company's resolution and Client's Information Sheet (CIS).
2. within 24 hours seller countersigns LOI and returns to buyer with Details of Issuing bank, passport copy ETC. This LOI automatically becomes a full commercial recourse contract. Both parties shall lodge the executed contract with their respective banks.
3. Within 24-48 Banking hours buyer must send account confirmation letter from the BG/SBLC receiving bank for seller due diligence verification and confirmation. Seller bank verify and approve transaction/LOI and send confirmation to seller email address: [REDACTED] and copy to buyer/Client email address: [REDACTED]



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

Date: February 12, 2012

## EXCLUSIVE LETTER OF REQUEST/RWA

**TO: A.R.K ACCOUNTS AND BOOK KEEPING SERVICES LTD.**  
**ATT: MR. CHRISTOPHER JULIAN KNIPE**

I, *Anthony Fields, CPA, CEO, Chairman and Founder, WITH PASSPORT # 027938126*, ACCOUNT HOLDER AND AUTHORIZED SIGNATORY, HEREBY CONFIRM WITH FULL LEGAL AND CORPORATE RESPONSIBILITY, THAT WE ARE READY, WILLING AND ABLE TO UNDERTAKE FOR THE EXCHANGE OF THE HEREIN DESCRIBED **BANK GUARANTEE ("BG/SBLC")** DERIVED FROM LEGAL SOURCES AND OF NON-CRIMINAL ORIGIN THROUGH OUR BANKING RESOURCES UNDER THE TERMS AND CONDITIONS STATED HEREIN, AGAINST CLEAN, CLEAR, GOOD AND OF NON-CRIMINAL USD DOLLARS.

**WHEREAS**, the Beneficiary desires to receive a collateral facility from the Provider, in form of **Bank Guarantee (BG) or Standby Letter of Credit (SBLC)** for the purpose to secure working capital and proper management of his daily business, and further confirms with full corporate and legal responsibility that sufficient funds are available to cover the costs of the said credit facility.

**WHEREAS**, the Provider accepts Beneficiary's application for the collateral facility, in form of BG or SBLC, by issuing and transferring to the Beneficiary all its rights on BG or SBLC Title and any other interest, plus further represents and warrants that it has the ability and resource to cause the issuance and arrange through associates, contracts and sources, with full corporate responsibility, such financial instrument(s) as required and as per terms mutually agreed herein. The Provider hereby declares, under full penalty of perjury, that each BG or SBLC will be backed by good, clean, cleared, and of non-criminal origin cash Euro funds, free and clear of all liens, encumbrances and any third party interests.

**NOW THEREFORE**, the Beneficiary has agreed to receive the instrument(s) at certain cost and the Provider has agreed to issue/deliver said instruments based on the following terms and conditions:



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXX

**INSTRUMENT DESCRIPTION:**

1. Instrument: FRESH CUT BG/SBLC
- 2a. Issuing Bank: Deutsche Bank AG/HSBC/BARCLAYS UK or AA+ RATED BANK
- 2b. Contract Amount: TEN BILLION EUROS ( E10,000,000,000.00) WITH ROLLS AND EXTENSIONS
3. Total Face Value 5,000,000.00 min up to 100,000,000,000.00 EURO/USD
4. Term: ONE YEAR AND ONE DAY
5. First Tranche Maximum 1,000,000,000.00 or as Agreed by both Parties.
6. Delivery pre advice first: MT799 /DTC/Euro-clear and MT760
7. Sales Price 38+2%
8. Commission 1% from Seller side and 1% from Buyer side, commission to be shared 50-50 as specified here below.
9. Hard Copy: within 7 banking days by bank bonded courier

**TRANSACTION PROCEDURE:**

1. Buyer sends letter of intent (LOI) to the Seller. The LOI should contain copies of Buyer's passport, Company's resolution and Client's Information Sheet (CIS).
2. within 24 hours seller countersigns LOI and returns to buyer with Details of Issuing bank, passport copy ETC. This LOI automatically becomes a full commercial recourse contract. Both parties shall lodge the executed contract with their respective banks.
3. Within 24-48 Banking hours buyer must send account confirmation letter from the BG/SBLC receiving bank for seller due diligence verification and confirmation. Seller bank verify and approve transaction/LOI and send confirmation to seller email address: [REDACTED] and copy to buyer/Client email address: [REDACTED]



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

---

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

Date: February 12, 2012

## EXCLUSIVE LETTER OF REQUEST/RWA

**TO: A.R.K ACCOUNTS AND BOOK KEEPING SERVICES LTD.**  
**ATT: MR. CHRISTOPHER JULIAN KNIPE**

I, *Anthony Fields, CPA, CEO, Chairman and Founder, WITH PASSPORT # 027938126*, ACCOUNT HOLDER AND AUTHORIZED SIGNATORY, HEREBY CONFIRM WITH FULL LEGAL AND CORPORATE RESPONSIBILITY, THAT WE ARE READY, WILLING AND ABLE TO UNDERTAKE FOR THE EXCHANGE OF THE HEREIN DESCRIBED **BANK GUARANTEE ("BG/SBLC")** DERIVED FROM LEGAL SOURCES AND OF NON-CRIMINAL ORIGIN THROUGH OUR BANKING RESOURCES UNDER THE TERMS AND CONDITIONS STATED HEREIN, AGAINST CLEAN, CLEAR, GOOD AND OF NON-CRIMINAL USD DOLLARS.

**WHEREAS**, the Beneficiary desires to receive a collateral facility from the Provider, in form of **Bank Guarantee (BG) or Standby Letter of Credit (SBLC)** for the purpose to secure working capital and proper management of his daily business, and further confirms with full corporate and legal responsibility that sufficient funds are available to cover the costs of the said credit facility.

**WHEREAS**, the Provider accepts Beneficiary's application for the collateral facility, in form of BG or SBLC, by issuing and transferring to the Beneficiary all its rights on BG or SBLC Title and any other interest, plus further represents and warrants that it has the ability and resource to cause the issuance and arrange through associates, contracts and sources, with full corporate responsibility, such financial instrument(s) as required and as per terms mutually agreed herein. The Provider hereby declares, under full penalty of perjury, that each BG or SBLC will be backed by good, clean, cleared, and of non-criminal origin cash Euro funds, free and clear of all liens, encumbrances and any third party interests.

**NOW THEREFORE**, the Beneficiary has agreed to receive the instrument(s) at certain cost and the Provider has agreed to issue/deliver said instruments based on the following terms and conditions:



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

**INSTRUMENT DESCRIPTION:**

1. Instrument: FRESH CUT BG/SBLC
- 2a. Issuing Bank: Deutsche Bank AG/HSBC/BARCLAYS UK or AA+ RATED BANK
- 2b. Contract Amount: TEN BILLION EUROS ( E10,000,000,000.00) WITH ROLLS AND EXTENSIONS
3. Total Face Value 5,000,000.00 min up to 100,000,000,000.00 EURO/USD
4. Term: ONE YEAR AND ONE DAY
5. First Tranche Maximum 1,000,000,000.00 or as Agreed by both Parties.
6. Delivery pre advice first: MT799 /DTC/Euro-clear and MT760
7. Sales Price 38+2%
8. Commission 1% from Seller side and 1% from Buyer side, commission to be shared 50-50 as specified here below.
9. Hard Copy: within 7 banking days by bank bonded courier

**TRANSACTION PROCEDURE:**

1. Buyer sends letter of intent (LOI) to the Seller. The LOI should contain copies of Buyer's passport, Company's resolution and Client's Information Sheet (CIS).
2. within 24 hours seller countersigns LOI and returns to buyer with Details of Issuing bank, passport copy ETC. This LOI automatically becomes a full commercial recourse contract. Both parties shall lodge the executed contract with their respective banks.
3. Within 24-48 Banking hours buyer must send account confirmation letter from the BG/SBLC receiving bank for seller due diligence verification and confirmation. Seller bank verify and approve transaction/LOI and send confirmation to seller email address:  
[REDACTED] copy to buyer/Client email address:



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

---

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXX

4. within 24 hour buyer request invoice/undertaking letter from seller for the payment of Swift pre advice transmission bank charges / Central screen (DTC/Euro-clear). **Note: seller fees receiving bank account shall be different from seller issuing Bank Account.** Buyer receive invoice and shall transfer by fed wire the swift transmission bank charges and send copy to seller for confirmation. Seller receives payment and seller bank shall within 24 hours send MT799 Pre advice to buyer bank and load instrument on DTC/Euro-clear.

5. Within 1-12 banking hour's seller shall send copy of the swift and screen shot ( Euro-clear) to the buyer for confirmation. Buyers bank confirms the MT799 pre advice. Buyers bank shall reply MT799 to seller's bank and confirm ready, willing and able to receive and fund MT760.

6. Within 12 banking hours, seller Bank shall send the instrument by MT760. Buyer bank confirms and verifies BG/SBLC MT760; Buyer shall within 1 – 20 Banking days' or as agreed by both parties pay Seller total fees and Consultants commission by MT103 Fed Wire. **(Should Buyer default to pay the fees to the Seller and the Intermediaries fees as agreed on this contract within allowed number of days on confirmation of Swift MT760, Seller shall instruct the issuing bank to put a claim on the BG/SBLC thereby forcing the Buyer's bankers to return the BG/SBLC swift MT-760 to the issuing Bank.)**

7. Within 3 banking days after receiving Payment and brokers fees, Hard copy will be sent to Buyer bank by bank-bonded courier.

8. Any unauthorized calls by any party or its representative lawyers to probes or communication in an improper way to bank(s) in this transaction shall be prohibited and contract terminated.

9. This Letter of Intent is a full recourse commercial commitment governed by the Law of the jurisdiction that both parties reside and standards under ICC Regulation.

#### 10. SANCTIONS (NON PERFORMANCE)

After this contract is signed by both seller and buyer, and copies exchanged electronically or otherwise by a delivery service, failure to follow the closing procedure in time and form herein is considered breach of this contract and puts the failing party in default position to pay a onetime penalty fee of 1% from the total sum of the contract to the suffering Party. Seller shall return in full the pre advice transmission charges to buyer within 3-5 banking days if seller fails to deliver the MT760 in accordance to the closing procedure.



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

**BANK TRANSMISSION FEES TO SEND MT799/ PRE ADVICE**

BANK TRANSMISSION FEE FOR 1M TO 50M IS USD/EURO 70,000.0  
BANK TRANSMISSION FEE FOR 51M TO 100M IS USD/EURO 100,000.00  
BANK TRANSMISSION FEE FOR 101M TO 600M IS USD/EURO 145,000.00  
BANK TRANSMISSION FEE FOR 601M TO 2B IS USD/EUR 185, 000, 00  
BANK TRANSMISSION FEE FOR 2 1B TO 9B IS USD/EURO 255 000 00  
BANK TRANSMISSION FEE FOR 10B TO 50B IS USD/EURO 300,000.00

**All subsequent tranches will be based on the same procedures until collateral or funds become exhausted.**

**UNAUTHORIZED BANK COMMUNICATION: Neither Party is allowed to contact the Bank of the other Party without the authorization of the Party whose bank is to be contacted. Any unauthorized contact act is breach of this contract.**

**Notice: *This* is a private sale between two entities and is not to be construed as an offer of funds nor a sale of securities as defined in the Securities Act of 1933/34**

**SELLER'S BANKING CO-ORDINATES TO ISSUE BG/SBLC:**

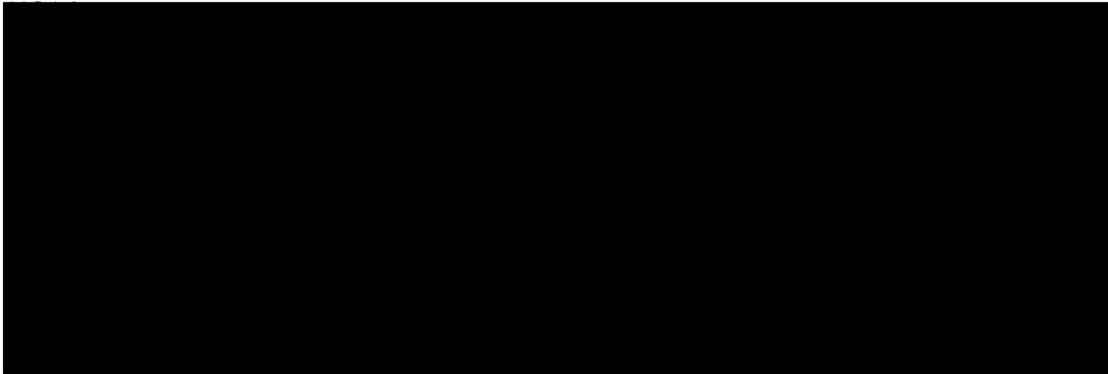
Bank Name : [REDACTED]  
Bank Address : [REDACTED]  
Account Holder : [REDACTED]  
SWIFT Code : [REDACTED]  
Account no : [REDACTED]  
Bank Tel : [REDACTED]  
Bank secured fax : [REDACTED]  
Bank officer : [REDACTED]



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

**SELLERS BANKING CO-ORDINATES TO RECEIVE FEES:**



SELLER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED; THE RECEIVING BANK IS DIFFERENT TO SENDING BANK. (IT'S OUR BANK REGULATIONS AND PROCEDURE).

**BUYERS BANKING COORDINATE TO RECEIVE INSTRUMENT:-**

**BANK:**  
**BANK A**

**ACCOU**  
**ACCOU**  
**SWIFT C**  
**BANK O**  
**TELEPHO**  
**FAX: + (**



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXX

Agreed and Sign this 12<sup>th</sup> day of February, 2012

For and on behalf of: **Royal International Airlines Ghana Limited**

Title: CEO, Chairman and Founder

Passport No.: [REDACTED]

Telephone No: 233 26 523 5247 / 1(708) 743-4311

Nationality: American

Email address: [REDACTED]

Seal:



**AGREED, ACCEPTED AND SIGNED THIS 17 MARCH 2012**

For and on behalf of < **ARK ACCOUNTS & BOOK-KEEPING SERVICES LTD** >



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXX



C. R. J. Kn

NAME: MR CHRISTOPHER ROBERT JULIAN KNIPE  
TITLE: SECRETARY  
NATIONALITY: BRITISH  
PASSPORT NO: [REDACTED]  
PLACE OF ISSUE: UNITED KINGDOM  
DATE OF ISSUE: 2<sup>ND</sup> SEPTEMBER; 2009  
DATE OF EXPIRATION: 2<sup>ND</sup> SEPTEMBER; 2019  
EMAIL: [REDACTED]  
TEL: [REDACTED]  
FAX: [REDACTED]

### CLIENT INFORMATION SUMMARY

1. Date of Submission: February 16, 2012
2. Name of Company: Royal International Airlines Ghana Limited
3. Client Name (Signatory): Anthony Fields, CPA
4. Passport NO: [REDACTED]
5. Country of Residence: United States of America
6. Passport Issue Date: November 6. 2003
7. Passport Expiry Date: November 6, 2013
8. Date of Birth (Place): [REDACTED]
9. Address: [REDACTED]  
Lyons, Illinois 60534 USA
10. Mobile Tel Number: [REDACTED]



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

- 11. Clients Email Address: [REDACTED]
- 12. Do you speak English? Yes
- 13. Business Name: Royal International Airlines Ghana Limited
- 14. Business Address: P.O. Box 183  
Aburi, Accra, Ghana West Africa
- 15. Registered Office Domicile: Accra, Ghana
- 16. Business Tax ID Number: [REDACTED]
- 17. Years in Business: 1 year
- 18. Registration Number: [REDACTED]
- 19. Country / State of Incorporation: Ghana. Accra
- 20. CELL Number: [REDACTED]
- 21. Legal Adviser Mail Address: Wallace Catherine Bruce, Esquire  
Accra, Ghana
- 22. Address for Mail Delivery: P.O. Box 183  
Aburi, Accra, Ghana
- 23. Address for Courier Delivery: Marina Mall, 6<sup>th</sup> Floor  
Accra, Ghana

**BUYER'S BANKING COORDINATES**

**Bank Name:** Barclays Bank Ghana Limited  
North Kaneshie Branch  
Branch Code: 090  
**Bank Address:** P.O. Box kn 3917  
Kaneshie, Accra, Ghana ( Physical Address Near St. Theresa's School)  
**Bank Officer:** Abdul Razak  
**Telephone:** + (233) (30)2241194/2241114  
**Fax:** + (233) (30)2241924  
**Account Name:** [REDACTED]  
**Account Number:** [REDACTED]  
**ABA Routing:** [REDACTED]  
**SWIFT:** [REDACTED]  
For the benefit of: Royal International Airlines Ghana Limited  
**SIGNATORY:** Anthony Fields

**BANKING MAY BE CHANGED WITH NOTICE**

- 37. How were Funds earned: (3 lines of brief explanation) –  
The funds were earned through investments, and Joint venture agreements
- 38. Origin of Funds:



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

**Are funds free and clear? The funds are free and clear of any liens or encumbrances**

**39. Brief Overview of Corporate Activity:**

Royal International Airlines of Ghana Limited (RIAG) initially focuses on the busiest transatlantic route, Accra to Washington, D.C., by offering an ACC-IAD (Dulles) and an ACC-ORD (O'Hare) service. Royal International Airlines of Ghana Limited (RIAG) operates Boeing 767-200ER aircraft configured with 240 seats which provide a very spacious and pleasant environment

**Declaration: I/we swear under penalty of perjury, the information given above is both true and accurate. I am the signatory on the aforementioned bank account. All monies engaged in this transaction are derived from non-criminal origin: and are good cleared. The origin of funds is in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action Task Force (FATF) 6/01.**

**FOR AND ON BEHALF OF: Royal International Airlines Ghana Limited**  
**THIS 12<sup>th</sup> day of February, 2012**  
**Accepted by the BUYER:**

**For and on behalf of: Royal International Airlines Ghana Limited**  
**Title: CEO, Chairman and Founder**  
**Passport No.:** [REDACTED]  
**Telephone No** [REDACTED]  
**Nationality: American**  
**Email address:** [REDACTED]  
**Seal:**





Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

---

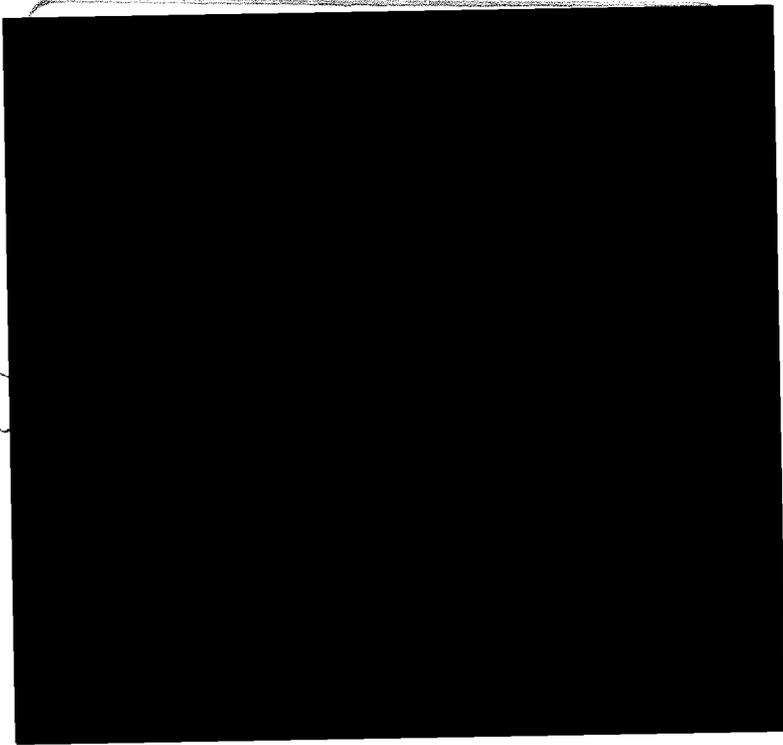
TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

## PASSPORT BUYER



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXX



Signature Page Continued Next Page



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

**"I certify that this is a true copy of my original Passport"**

For and on Behalf of **BUYER**

For and on behalf of: **Royal International Airlines Ghana Limited**

Title: **CEO, Chairman and Founder**

Passport No.: [REDACTED]

Telephone No.: [REDACTED]

Nationality: **American**

Email address: [REDACTED]

Seal:



**AGREED, ACCEPTED AND SIGNED THIS 17 MARCH 2012**  
For and on behalf of **< ARK ACCOUNTS & BOOK-KEEPING SERVICES LTD >**



*C. R. J. [Signature]*



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

---

**TRANSACTION CODE:** [REDACTED]  
**BUYERS CODE:** [REDACTED]  
**SELLERS CODE:** [REDACTED]  
**SECURITY CODE:** XXX [REDACTED]

*NAME: MR CHRISTOPHER ROBERT JULIAN KNIPE*  
*TITLE: SECRETARY*  
*NATIONALITY: BRITISH*  
**PASSPORT NO:** [REDACTED]  
**PLACE OF ISSUE: UNITED KINGDOM**  
**DATE OF ISSUE: 2<sup>ND</sup> SEPTEMBER; 2009**  
**DATE OF EXPIRATION: 2<sup>ND</sup> SEPTEMBER; 2019**  
**EMAIL:** [REDACTED]  
**TEL:** [REDACTED]  
**FAX:** [REDACTED]

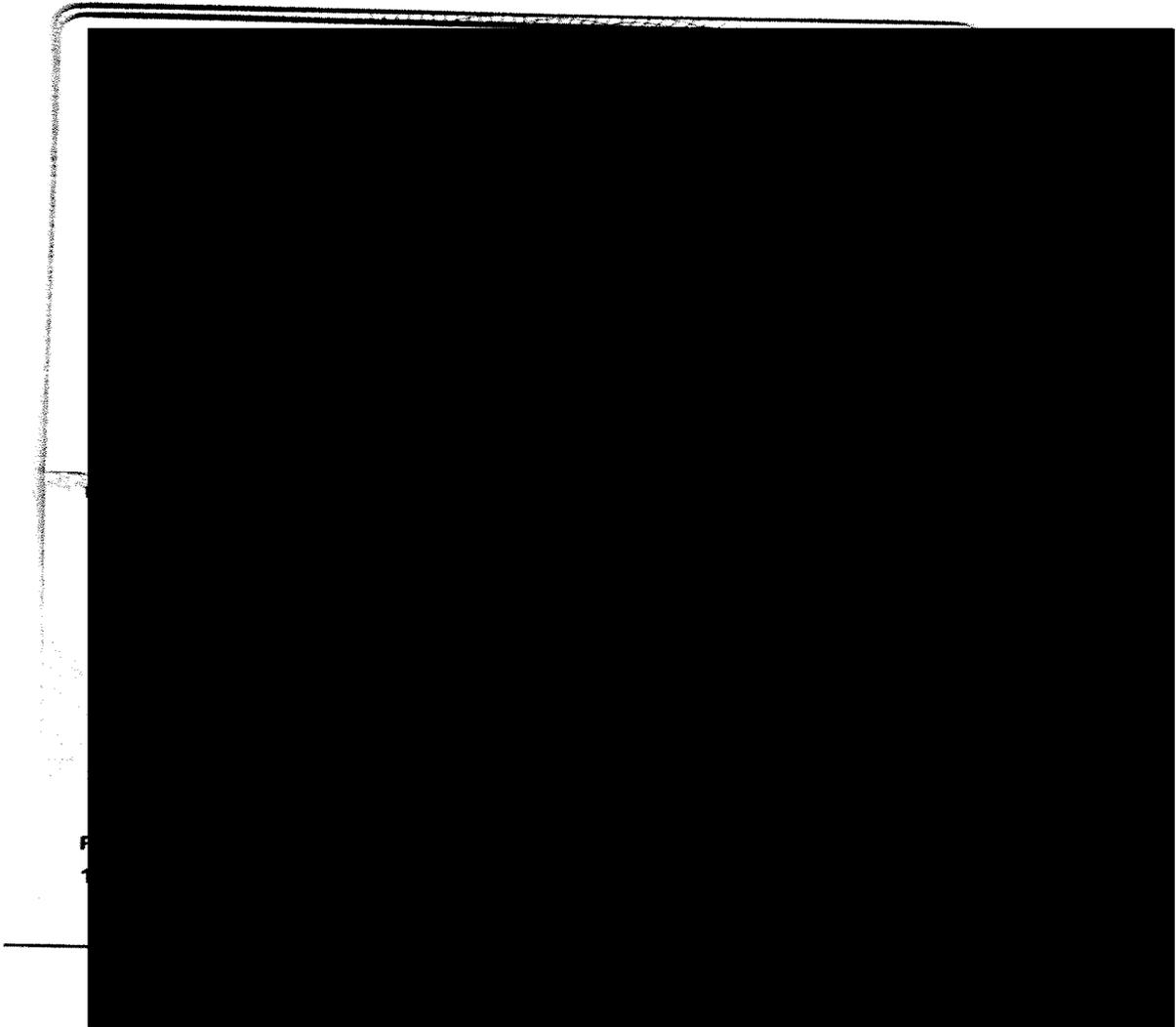
**SELLER PASSPORT COPY**



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

---

**TRANSACTION CODE:** [REDACTED]  
**BUYERS CODE:** [REDACTED]  
**SELLERS CODE:** [REDACTED]  
**SECURITY CODE:** XXXXXXXXXXX





Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXX [REDACTED]

AK

[REDACTED] For [REDACTED]

*This document is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please disregard it.*

**CORPORATE RESOLUTION**

Minutes of the special meeting of the Board of Directors.

Special meeting of the Board of Directors of A.R.K. ACCOUNTS & BOOK KEEPING SERVICES LTD was held in London in the month of April on the day of 15<sup>th</sup> December, 2010. Constituting the quorum of the board. MRS. MICHELLE KNIPE acted as Chairman of the meeting.

The chairman thereupon took the chair and thereupon discharge of his duties. Upon motion duly made, seconded and unanimously carried, it was resolved that:

Mr. CHRISTOPHER ROBERT JULIAN KNIPE, Holder of British Passport Number [REDACTED] is hereby authorized and directed on behalf of the Company and under its Corporate Seal, to be its sole authorized signatory for any and all matters pertaining to said Company, and specifically to empower him to execute all deeds, documents, arrangements, to enter into commitments with any all concerned entities, whether corporation or individual, for stated purpose, to open bank accounts, in various financial institutions as may be deemed necessary by him at his sole discretion on behalf of the Company for the purpose of entering into a contract to invest any and all investment principals in such investments as may be determined by him and or as mandated to the Company without further reference to the Board of the company.

It was further resolved that these resolutions be inserted into the minute book of the corporation.

There being no further business to come before the meeting of the directors, said meeting was, after the motion was made, seconded, and carried and declared closed.

Signed on this 15<sup>th</sup> December, 2010

*M Knipe*



NAME: MRS. MICHELLE KNIPE  
THE DIRECTOR: A.R.K. ACCOUNTS & BOOK-KEEPING SERVICES LTD  
EMAIL: michelle@arkabsrd.com

HEAD OFFICE: 11, IMANDRA CLOSE, TRENTHAM STAKE ON TRENT, STAFFORDSHIRE, STA 8TD, UNITED KINGDOM.



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXX[REDACTED]

### CONDITIONS:

This Agreement is a **FULL RECOURSE COMMERCIAL COMMITMENT** governed by the laws of the jurisdictions in which both/all the parties reside and standards under ICC Regulations.

The FORCE MAJEURE exception clause of the International Chamber of Commerce (I.C.C. Publication #421) and NON-CIRCUNVENTION AND NON-ELUSION & WORKING AGREEMENT, is hereby incorporated in and made an integral part of this document.

All THE parties hereby affirm and attest that each has the authority to accept and execute this full legal contract and to be bound by its terms and condition.

This transaction constitutes BG Credit Facility of a Bank instrument, conducted between Two (2) Principal entities to be defined by contract and as such, is not intended to be nor shall be interpreted as a securities transaction as defined by the U.S. Securities Act of 1933/1934 or as amended by law or any other nation.

**BY SIGNING THIS LOI, ALL THE PARTIES, BG ISSUER BANK, BUYER BANK, BUYER AND SELLER AGREE UNDER THE LAWS AND TRADING GUIDELINES SET FORTH BY THE ICC THAT THEY ARE READY WILLING AND ABLE TO COMPLETE THIS TRANSACTION UNDER THE TERMS AND CONDITIONS STATED WITHIN THIS LETTER OF INTENT.**

**SIGNED THIS 12TH DAY OF, February, 2012**

For and on behalf of: **Royal International Airlines Ghana Limited**

Title: **CEO, Chairman and Founder**

Passport No.: [REDACTED]

Telephone No: [REDACTED]

Nationality: **American**

Email address: [REDACTED]

Seal: [REDACTED]



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXX[REDACTED]

### NON-CIRCUMVENTION AND NON-DISCLOSURE

ALL PARTIES DO HEREIN AGREE THAT THE NON-CIRCUMVENTION AND NON-DICLOSURE RULES (NCND) OF ALL ISSUES FROM THE ICC 500 APPLY TO THIS TRANSACTION FOR A PERIOD OF FIVE (5) YEARS FROM DATE OF EXECUTION OF THIS AGREEMENT BY THE UNDERSIGNED, HIS OR HER ASSIGNS, AGENTS AND/OR HEIRS. THIS NCND ALSO APPLIES TO ANY AND ALL OTHER TRANSACTIONS DIRECT OR INDIRECT INITIATED BY THESE INTERMEDIARIES. THE UNDERSIGNED AGREES THAT THIS FEE PROTECTION IS ASSIGNABLE AND TRANSFERABLE TO THE BENEFICIARIES, DESIGNS, HEIRS AND ASSIGNS UPON WRITTEN NOTICE OF ALL PARTIES, AND SHALL NOT BE AMENDED WITHOUT THE EXPRESS WRITTEN CONCENT OF THE PARTIES. IF NO CONTRACT IS COMSUMMATED, THIS FEE PROTECTION AGREEMENT IS NULL AND VOID IN ITS ENTIRETY.

ALL DISCLOSED BANKING INFORMATION SHALL BE STRICTLY CONFIDENTIAL. NO COMMUNICATION BETWEEN BANKING OFFICERS. OTHER THAN TRANSMISSION BY SWIFT WIRE TRANFER AND ANY OTHER TRANSMISSION SPECIFICALLY AUTHORIZED BY THE BENEFICIARIES, IS PERMITTED. ALL COMMUNICATION SHALL CLEARLY REFERENCE THE TRANSACTION CODE, THE SELLER'S CODE AND THE BUYER'S CODE REFERRED TO HEREIN. SHOULD A CONTRACT BE SIGNED BETWEEN THE SELLER AND BUYER, A BANK ENDORSED CORPORATE PAY ORDER WILL BE ISSUED TO THE PAYMASTER OF EACH GROUP, FOLLOWED BY A SWIFT WIRE TRANSFER TO THE PAYMASTER'S ACCOUNT, WHEN PAYMENT FOR THE BANK INSTRUMENT IS COMPLETED. AN EXECUTED FACSIMILE OR EMAIL COPY SHALL BE DEEMED TO BE AS AN ORIGINAL.

Executed this 12<sup>th</sup>, day of February, 2012

---

For and on behalf of: Royal International Airlines Ghana Limited

Title: CEO, Chairman and Founder

Passport No.: [REDACTED]

Telephone No: [REDACTED]

Nationality: American

Email address: [REDACTED]



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]

BUYERS CODE: [REDACTED]

SELLERS CODE: [REDACTED]

SECURITY CODE: [REDACTED]



Seal:

### NON-SOLICITATION LETTER

I, *buyer name, title, with Passport #*, do hereby confirm that I have requested of you and your associates, specific confidential information and documentation regarding a currently available Private Placement Program to serve for our interest, purposes and understanding only, and not for further distribution. We are hereby agreeing to keep all information received by you as **STRICTLY CONFIDENTIAL AND PROPRIETARY**.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be solicitation of funds of any sort, or any type of offering, but is intended for general knowledge and educational purposes only. I affirm that I have requested information from you and your associates of my own choice and free will, and further that you have not solicited me in any way.

I understand that the completed transaction is strictly one of private placement, and that it is in no way relying upon or relating to the United States Securities Act of 1933 or related regulations, and it does not involve the sale of registered securities.

Further, I hereby declare that I am not a licensed broker or government employee. I have mutually agreed that this private placement transaction is exempt from the Securities Act, and is not intended for the general public, and all matters are for **PRIVATE USE ONLY** Agreed and Accepted by the **BUYER**:

THIS 12<sup>th</sup> day of February, 2012

For and on behalf of: Royal International Airlines Ghana Limited

Title: CEO, Chairman and Founder

Passport No. [REDACTED]

Telephone No: [REDACTED]

Nationality: American



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXX [REDACTED]

Email address: [REDACTED]



Seal:

### **FEE PROTECTION AGREEMENT**

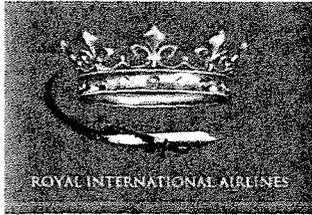
Irrevocably and unconditionally, without protest, demand or delay, promise and guarantee to pay consultancy fees of **Two Percent (2%)** of the face value of the instruments, for the benefit of the consultants being hereinafter called collectively the “beneficiaries” and individually a “Beneficiary”.

The said consultancy fee shall be paid upon the successful closing of each and every tranche concurrently with each payment of the instruments purchased by us. Further, the said consultancy fees shall be paid in good, clean clear and unencumbered Euros/Dollars and delivered, via wire transfer, to your designated trust/bank account coordinates.

This “Fee Agreement-Pay Order” is unconditional, assignable and divisible. This “Fee Agreement-Pay Order” shall endure to the benefit of the beneficiaries and their respective heirs, administrators, successors and assigns, as the case may be, and shall be binding and enforceable upon us, our successors and assigns as the case may be, until this transaction, including any renewals, extensions and additions are fully completed.

This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, legally enforceable document.

Generally recognized International Standards of Non Circumvention and Non-disclosure are applicable for a period of Five Years from the date of this document or the last date of the contract including any renewals, extensions and additions are fully completed and we agree to respect those.



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXX [REDACTED]

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only. We hereby affirm, under penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way. Intermediaries are NOT Advisors of any kind.

Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the parties hereto. All taxes, federal, state or other are the independent responsibility of each of the parties hereto.

The above stated codes, (the seller's code to be provided by the seller) and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those. The transaction code may be amended only by agreement between all parties hereto. This transmission via facsimile will be accepted as an original and I confirm that I have authority to execute this Pay Order.

Irrevocable Fee Protection / Irrevocable Pay order for Consultant Fees of **Two Percent (2%)** of the face value from each and every tranche of this transaction, including any rolls or extensions, to be paid to buyers broker only :

**TOTAL COMMISSION OF ONE [1%] TO SELLER'S MANDATE (CLOSED)**

PAYMASTER NAME	MRS. AGNES PAM
BANK NAME	HSBC BANK
BANK ADDRESS	8 CANADA SQUARE LONDON E14 5HQ UNITED KINGDOM
SWIFT CODE	[REDACTED]
ACCOUNT HOLDER	[REDACTED]
ACCOUNT NUMBER	[REDACTED]

**TOTAL COMMISSION OF ONE [1%] TO BUYER'S SIDE**

GROUP 1: 33% of 1% of the face value from each and every tranche of this transaction, including any rolls or extensions, contract renewals and revisions (CLOSED)



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

**TRANSACTION CODE:** [REDACTED]  
**BUYERS CODE:** [REDACTED]  
**SELLERS CODE:** [REDACTED]  
**SECURITY CODE:** XXXXXXXXXXXX

**BENEFICIARIES** As per sub fee agreement between them ( Anthony Fields and Unknown Parties)

**PAY MASTER NAME AND ADDRESS** Anthony Fields, CPA, Anthony Fields & Associates  
[REDACTED] Lyons, Illinois 60534-1174

**BANK NAME** Bank Of America  
**BANK ADDRESS** 3300 S. Harlem Avenue  
Riverside, Illinois 60546

**BANK OFFICER** Lynn C. Calvin  
**BANK TELEPHONE** 1-708-447-6300

**SWIFT CODE/ROUTING** [REDACTED]  
**ABA ROUTING NUM** [REDACTED]  
**BANK ACCOUNT NAME** [REDACTED]  
**BANK ACCOUNT NUM** [REDACTED]

**CURRENCY** EUROS \ USD

**Special Instructions** 1) Same day transfer and immediate credit in US Dollar Funds. 2). The remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of funds sent to us.3). Please provide a courtesy copy of the swift wire confirmation receipt to email address anthonyfieldscpa@att.net

**REQUIRED MESSAGE** The remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of funds sent to us.. Please notify Mr. Anthony Fields at Anthony Fields & Associates [REDACTED] upon receipt of funds

This Fee Protection Agreement have agreed and executed by the undersigned on the date of 16<sup>th</sup> March, 2012.

For and On behalf of the Buyer

**For and on behalf of: Royal International Airlines Ghana Limited**  
**Title: CEO, Chairman and Founder**  
**Passport No.:** [REDACTED]  
**Telephone No** [REDACTED]  
**Nationality: American**



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

---

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

Email address: [REDACTED]  
Seal: [REDACTED]



THE BANK GUARANTEES FORMAT SWIFT MT 760 AS FOLLOWS:

DESTINATION

BANK NAME :  
ADDRESS :  
ACCOUNT NUMBER:  
ACCOUNT NAME :  
BANK OFFICER :  
SWIFT CODE :  
BENEFICIARY : Royal International Airlines Ghana Limited  
AMOUNT : (00,000,000.00)



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXX [REDACTED]

CURRENCY : EURO  
-----NORMAL-----

BANK GUARANTEE # : XXX/1001  
CURRENCY : EURO  
PRINCIPAL AMOUNT : 00,000,000  
DATE OF ISSUE : 00.10.2012  
MATURITY DATE : 00.10.2013  
DATE OF EXPIRY : 00.11.2013  
BENEFICIARY : Royal Internagional Airlines Ghana Limited  
PLACE OF ISSUE : XXXXX

FOR THE VALUE RECEIVED, WE ISSUING BANK, ISSUING COUNTRY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS BG/SBLC/MTN/CD TO THE ORDER OF Royal International Airlines Ghana Limited OR THE BEARER OR HOLDER THEREOF AT MATURITY THE SUM OF EURO/USD IN THE LAWFUL CURRENCY OF EURO/USD , AT FIRST DEMAND UPON PRESENTATION AND SURRENDER OF BG/SBLC/MTN/CD AT THE COUNTER OF THE ISSUING BANK, ISSUING COUNTRY

BG/SBLC/MTN/CD IS GUARANTEED WITH FULL BANK RESPONSIBILITY BY THE ISSUING BANK, ISSUING COUNTRY

SUCH PAYMENT WILL BE MADE WITHOUT SET-OFF AND SHALL BE FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES, OR WITHHOLDINGS OF ANY NATURE, NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF THE ISSUING COUNTRY OR ANY POLITICAL SUBDIVISION OF AUTHORITY THEREOF OR THEREIN.

THIS BG/SBLC/MTN/CD IS NEGOTIABLE, ASSIGNABLE, DIVISIBLE AND TRANSFERRABLE WITHOUT PRESENTATION TO US AND PAYMENT OF ANY TRANSFER FEES AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF ISSUING COUNTRY

THIS GUARANTEE IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE, PUBLICATION NUMBER ICC 500 LATEST REVISIONS. ALL CHARGES ARE FOR THE ACCOUNT OF THE BORROWER. THIS GUARANTEE EXPIRES ON \_\_\_\_ OF \_\_\_\_ 2013.

FOR AND ON BEHALF OF: -----

\_\_\_\_\_  
BANK OFFICER NAME  
ISSUER BANK

\_\_\_\_\_  
BANK OFFICER NAME  
ISSUER BANK



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

---

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

DESIGNATION  
OFFICER CODE

DESIGNATION  
OFFICER CODE



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: RIAG 2 [REDACTED]  
SELLERS CODE: ARK/R [REDACTED]  
SECURITY CODE: XXX [REDACTED]

**BANKER PRE-ADVICE SWIFT MT799**

BUYER MAY REPLACE WITH BUYER BANKERS TEXT

-----MESSAGE HEADER-----

SWIFT INPUT: MT-799

- SENDER:
- BANK NAME:
- BANK ADDRESS:
- SWIFT CODE:
- BANK OFFICER:
- AMOUNT:
- ACCOUNT NAME:
- ACCOUNT NUMBER:
- RECEIVER:
- BANK NAME:
- BANK ADDRESS:
- SWIFT CODE:
- BANK OFFICER:
- AMOUNT:
- ACCOUNT NAME:
- ACCOUNT NUMBER:
- IN FAVOR OF:

-----SWIFT MESSAGE TEXT-----

ATTENTION: .....(ACCOUNT BANK OFFICER)

WE -----(ISSUING BANK AND ADDRESS)-----, HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY TO ISSUE AND DELIVER ONE (1) BANK GUARANTEE (BG) ICC FORMAT ON BEHALF OF OUR CLIENT, -----ORDERING CUSTOMER()----- IN THE TOTAL AMOUNT OF -----(AMOUNT IN WORDS)(AMOUNT IN FIGURES) IN FAVOR OF -----(BENEFICIARY)----, ACCOUNT NUMBER:-----

THIS SWIFT MESSAGE IS VERIFIABLE ON NORMAL BANK-TO-BANK BASIS WITH FULL BANKING RESPONSIBILITY, UPON RECEIPT OF CLEARANCE FROM OUR CLIENT.  
THERE WILL BE NO LIENS AND ENCUMBRANCES ON THIS INSTRUMENT WHICH SHALL BE DELIVERED AND AVAILED VIA MT760 AND EXACT BANK GUARANTEE (BG).  
THESE PRE-ADVISE IS VALID FOR TWO (2) INTERNATIONAL BANKING DAYS ONLY AS AN OPERATIVE INSTRUMENT, NO MAIL CONFIRMATION WILL FOLLOW. ALL CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

FOR AND ON BEHALF OF ----- (ISSUING BANK AND ADDRESS) -----.  
THANKS AND REGARDS,

BANK OFFICER: BANK OFFICER:



Royal International Airlines Ghana Limited  
P.O. Box KD877, Kanda, Accra  
Telephone: 233 265235247 / 233 544984056

TRANSACTION CODE: [REDACTED]  
BUYERS CODE: [REDACTED]  
SELLERS CODE: [REDACTED]  
SECURITY CODE: XXXXXXXXXXXX

## LETTER OF ACCEPTANCE OF TERMS AND PROCEDURE

TO: HSBC BANK PLC  
LONDON

DATE: February 12, 2012

DEAR SIR,

**RE: LETTER OF ACCEPTANCE OF TERMS AND PROCEDURE FOR TRANSACTION**  
**NO: [REDACTED]**

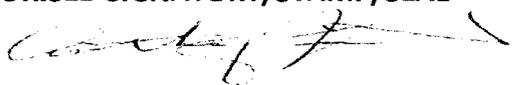
I MR Anthony Fields ..... AUTHORISED SIGNATORY OF Royal International Airlines Ghana, P.O. Box KD877, Kanda, Accra Ghana with my residential address: [REDACTED] WITH INTERNATIONAL PASSPORT NUMBER [REDACTED]. ISSUED BY the United States of America..... DO HEREBY CONFIRM WITH FULL RESPONSIBILITY THAT WE HAVE ACCEPTED THE COMPLETE STEP BY STEP TRANSACTION PROCEDURE AND TERMS INDICATED IN PAGES, 1, 2 AND 3 OF THIS CONTRACT AGREEMENT /LETTER OF INTENT(LOI).

WE DO HEREBY CONFIRM AND GUARANTEE THAT WE SHALL ABIDE BY THE TERMS AND PROCEDURE OF THIS CONTRACT AND WILL FOLLOW THE STEP BY STEP PROCESS TO ENABLE THE SELLER/LESSOR TO CLOSE THE TRANSACTION AND DELIVER THE INSTRUMENT(BG/SBLC) TO OUR BANK ACCOUNT.

I Mr. Anthony Fields... REPRESENTING: Royal International Airlines Ghana, P.O. Box KD877, Kanda, Accra Ghana. DO HEREBY AUTHORISE YOUR BANK TO EITHER SUSPEND, WITHDREW, CANCEL OR TERMINATE THIS CONTRACT AGREEMENT / TRANSACTION NUMBER: [REDACTED] FROM YOUR BANK IF THERE IS ANY REPORTED CASE OF OUR ABUSE OF THE TERMS AND PROCEDURE OR OUR FAILURE TO FOLLOW THE STEP BY STEP PROCEDURE INDICATED IN PAGES 1,2 AND 3 OF THIS CONTRACT.

THANKS FOR YOUR CO-OPERATION.

FOR AND ON BEHALF OF: Royal International Airlines Ghana, P.O. Box KD877, Kanda, Accra Ghana  
AUTHORISED SIGNATORY/STAMP/SEAL

SIGN: 

PASSPORT NUMBER: [REDACTED]  
ISSUING AUTHORITY: United States of America  
EXPIRING DATE: 13, November, 2013